

**CONTRACT NAME: AGREEMENT BETWEEN INTEGRATED FIRE SYSTEMS
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF AGREEMENT: This agreement is to provide labor, equipment and materials to complete the monitoring and testing of fire alarm systems in DJUSD.

FISCAL IMPACT: The cost of the services is \$30,815, funded in the 2018-2019 approved budget.

Integrated Fire Systems, Inc.
269 Technology Way #5, Rocklin, CA 95765
888-987-5322 Toll Free
530-637-5322 Office 530-637-5299 Fax
CA LISC #908904 C7, C10, C16
UL-UUFX #S8836, ACQ 4795, ACO 6746



2018 MASTER AGREEMENT

This agreement made on **July 1st, 2018** between **Integrated Fire Systems, Inc.** hereinafter called IFS, and **Davis Unified School District**, hereinafter called the SUBSCRIBER, having its place of business at **1919 5th Street, Davis, CA 95616** for services listed in **EXHIBIT Z – Scope of Work per Location**.

TERMS

The base term of this agreement shall be for **one (1) contract year** from date hereof. If the SUBSCRIBER sells the building(s) for the services provided under this agreement it is the SUBSCRIBERS responsibility to terminate this agreement, and pay any and all outstanding balances, with a **(30) day written notice** and to provide IFS the name and contact information of the new owner and/or manager.

All of the documents listed are made a part of this agreement.

If a box is not checked then that item is excluded from this Agreement.

- Exhibit A – Monitoring**
- Exhibit B – Fire Sprinkler System and/or Fire Alarm System**
- Exhibit C – Portable Fire Extinguishers**
- Exhibit D – Wet Chemical and/or Dry Chemical Fire Suppression System**
- Exhibit E – Fire Pump**
- Exhibit F – Smoke Detector Sensitivity**
- Exhibit G – Fire Smoke Damper Equipment**
- Exhibit H – Backflow Preventer**
- Exhibit I – Fire Hydrant**
- Exhibit J – UL Fire Alarm Certification**

**Exhibit Z - Scope of Work per Location
Terms and Conditions**

TOTAL CONTRACT PRICE

The SUBSCRIBER shall pay to IFS the sum of **Thirty Thousand Eight Hundred Fifteen 00/100 (\$30,815.00)** for the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their proper officers of duly authorized agents and acknowledge receipt of attached Exhibits and Terms and Conditions outlined therein.

INTEGRATED FIRE SYSTEMS, INC.

DAVIS USD

BY: _____
(Signature)

ACCEPTED BY: _____
(Signature)

(Please Print)

(Please Print)

TITLE _____

TITLE _____

DATE SIGNED _____

DATE SIGNED _____

Exhibit A – Monitoring
2018 Master Agreement

SERVICE PROVIDED If a box is not checked then that item is excluded from this Agreement.

- Fire Alarm Monitoring Number of Accounts/Panels 11
- DACT (Digital Alarm Communicator Transmitter) \$32.00 monthly per account number
 - IP-DACT (Internet Protocol Digital Alarm Communicator Transmitter) \$35.00 monthly per account number
 - GSM IP/Dual Path (Cellular and IP Communication) \$38.00 monthly per account number
 - GSM /Single Path (Cellular only Communication) \$45.00 Monthly per account number
- Security Monitoring Number of Accounts/Panels 0
- DACT (Digital Alarm Communicator Transmitter) \$30.00 monthly per account number
 - IP-DACT (Internet Protocol Digital Alarm Communicator Transmitter) \$30.00 monthly per account number
 - Provide Open & Close Reports
 - Log Only \$ 6.00 monthly per account number
 - Supervised \$10.00 monthly per account number
- Elevator Monitoring Number of Accounts/Panels 0 \$30.00 monthly per account number
A dial tone must be provided to elevator control panel. All programming for the elevator must be done by an elevator company, at no additional cost to IFS.

COST OF MONITORING

The SUBSCRIBER shall pay to IFS the sum of **Four Thousand Three Hundred Eighty 00/100 (\$4,380.00)** for monitoring during each year of this agreement, which shall be paid at **Thirty Two 00/100 (\$32.00) due monthly per panel with regular phone lines and Forty Five 00/100 (\$45.00) due monthly per panel with cellular communication.**

COMMUNICATION DEFINITIONS

DACT (Digital Alarm Communicator Transmitter) - (2) phone lines must be provided to monitor a fire alarm system. (1) line must be dedicated to the fire alarm control panel per California Fire Code and NFPA 72 standards. A dial tone must be provided to a security panel. IFS is not responsible for the integrity or quality of the telephone service. It is the SUBSCRIBER'S responsibility to order telephone service or line capacities for the monitoring of the system(s) with any phone service provider of their choice. SUBSCRIBER shall request the phone service provider to tag all associated phone lines as Fire and/or Security Service with the phone number associated.

IP-DACT (Internet Protocol Digital Alarm Communicator Transmitter) - SUBSCRIBER shall provide (1) active Ethernet drop and shall maintain internet service. IFS is not responsible for the integrity or quality of the internet service or Ethernet station cable. It is the SUBSCRIBER'S responsibility to order internet service for the monitoring of the system(s) with any internet service provider of their choice. SUBSCRIBER shall request the internet service provider to tag the associated drop as Fire and/or Security Service.

GSM-Cellular For Central Station communication of signals this arrangement does not need POTS (plain old telephone service). IFS shall provide at additional cost to Subscriber and under separate agreement the necessary hardware to provide GSM-Cellular central station monitoring. If GSM-Cellular equipment is existing and owned by the client no additional equipment charges are required.

Exhibit B – Fire Sprinklers and/or Fire Alarms

2018 Master Agreement

SERVICES PROVIDED If a box is **not** checked then that item is excluded from this Agreement.

Fire Sprinkler Systems

- NFPA 25 current codes and standards – (3) Quarterly and (1) Annual Testing and Inspections of the Fire Sprinkler System (*Only Quarterly inspections at Davis High, Emerson Jr High, Oliver Wendell Holmes, Martin Luther King Jr High, Valley Oak, and Willett schools)
- NFPA 25 current codes and standards – Semi Annual Testing and Inspections of the Fire Sprinkler System
- NFPA 25 current codes and standards – Annual Testing and Inspections of the Fire Sprinkler System

Fire Alarm Systems

- NFPA 72 current codes and standards – Annual Testing and Inspections of the Fire Alarm System
- NFPA 72 current codes and standards – Semi Annual Testing and Inspections of the Fire Alarm System
- NFPA 72 current codes and standards – (3) Quarterly and (1) Annual Testing and Inspections of the Fire Alarm System

INSPECTION(S) SCHEDULE

SUBSCRIBER agrees to the following schedule for testing and/or inspection(s) of SUBSCRIBER'S **fire alarm and/or fire sprinkler systems equipment** during each contract year.

JUNE - Annual fire alarm test and inspection; Annual fire sprinkler test and inspection

SEPTEMBER – Quarterly fire sprinkler inspection

DECEMBER – Quarterly fire sprinkler inspection

MARCH – Quarterly fire sprinkler inspection

COST OF TESTING/INSPECTION(S) AND PAYMENT

The SUBSCRIBER shall pay to IFS the total sum of **Twenty Five Thousand Seven Hundred Fifty Five 00/100 (\$25,755.00)** for fire alarm and/or fire sprinkler testing and inspections during each year of this Agreement, which shall be paid at **SEE EXHIBIT Z FOR SPECIFIC ANNUAL COSTS PER CAMPUS.**

Exhibit D – Wet Chemical and/or Dry Chemical Fire Suppression System

2018 Master Agreement

The following service(s) apply to only the following sites: Francis Harper Jr High (4355 E Covell Dr, Davis); and Maintenance & Operations office (1919 5th St, Davis).

SERVICES PROVIDED

NFPA 25 current codes and standards – Semi Annual Testing and Inspections of the Kitchen Fire Suppression System(s)

***Semi-Annual Testing and Inspection of Kitchen Hood Fire Suppression System(s)**

Service includes checking to see that the hazard has not changed. Examination of all detectors, expellant gas container(s), agent container(s) releasing devices, piping, hose assemblies, nozzles, signals, all auxiliary equipment, and the liquid level of all non-pressurized wet chemical containers. Verification that the agent distribution is not obstructed.

INSPECTION(S) SCHEDULE

SUBSCRIBER agrees to the following schedule for testing and/or inspection(s) of SUBSCRIBER'S **Kitchen hood suppression system(s)** during each contract year.

JULY - Semi Annual Testing and Inspections of the kitchen hood System(s)

JANUARY - Semi Annual Testing and Inspections of the kitchen hood System(s)

COST OF TESTING/INSPECTIONS AND PAYMENT

The SUBSCRIBER shall pay to IFS the total sum of **Six Hundred Eighty 00/100 (\$680.00)**** for kitchen hood fire suppression system testing and inspections during each year of this Agreement, which shall be paid at **One Hundred Seventy 00/100 (\$170.00) semi-annually after each inspection for each property****.

****Kitchen Hood Fire Suppression breakdown/additional costs**

Kitchen Hood Inspection	\$170.00 per inspection
Fusible Links	\$12.50 each
Nozzle Caps	\$5.00 each
Nozzle Seals	\$8.00 each

Integrated Fire Systems, Inc.

Exhibit Z – Scope of Work per Location
2018 Master Agreement

FACILITY NAME	ADDRESS	SERVICES	ANNUAL COST
Birch Lane Elementary	1600 Birch Lane, Davis, CA 95616	Annual NFPA 72 Fire Alarm Inspection	\$810.00
Chavez Elementary	1221 Anderson Rd, Davis, CA 95616	Annual NFPA 72 Fire Alarm Inspection	\$975.00
Davis High School	315 W 14 th St, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 25 Fire Sprinkler Inspection (all Campus)	\$790.00
		Annual NFPA 72 Fire Alarm Inspection (all Campus)	\$6,885.00
		Quarterly NFPA 25 Fire Sprinkler Inspections	\$555.00
Davis High School - New Gym	315 W 14 th St, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
Davis High School - Performing Arts Bldg	315 W 14 th St, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
Emerson Junior High School	2122 Calaveras Ave, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 25 Fire Sprinkler Inspection	\$165.00
		Annual NFPA 72 Fire Alarm Inspection	\$765.00
		Quarterly NFPA 25 Fire Sprinkler Inspections	\$375.00
Fairfield Elementary	26960 County Road 96, Davis, CA 95616	Annual NFPA 72 Fire Alarm Inspection	\$255.00
Francis Harper Junior High School	4000 E Covell, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 72 Fire Alarm Inspection	\$1,560.00
		Semi-Annual Kitchen Hood Fire Suppression System Inspection	\$340.00
Korematsu Elementary School	3100 Loyola Dr, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 72 Fire Alarm Inspection	\$1,210.00
Maintenance & Operations Office	1919 5 th Street, Davis, CA 95616	Semi-Annual Kitchen Hood Fire Suppression System Inspection	\$340.00
Marguerite Montgomery Elementary	1411 Danbury Court, Davis, CA 95618	Annual NFPA 72 Fire Alarm Inspection	\$1,200.00
Martin Luther King High School	638 B St, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 25 Fire Sprinkler Inspection	\$170.00
		Annual NFPA 72 Fire Alarm Inspection	\$385.00
		Quarterly NFPA 25 Fire Sprinkler Inspections	\$375.00

North Davis Elementary	555 E 14 th St, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 72 Fire Alarm Inspection	\$945.00
Oliver Wendall Holmes Junior High School	1220 Drexel Dr, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 25 Fire Sprinkler Inspection	\$265.00
		Annual NFPA 72 Fire Alarm Inspection	\$1,530.00
		Quarterly NFPA 25 Fire Sprinkler Inspections	\$420.00
Patwin Elementary	2222 Shasta Dr, Davis, CA	Annual NFPA 72 Fire Alarm Inspection	\$1,600.00
Pioneer Elementary School	5215 Hamel St, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$384.00
		Annual NFPA 72 Fire Alarm Inspection	\$2,090.00
Valley Oak Campus	1400 E 8 th St, Davis, CA 95616	24 Hour Fire Alarm Monitoring	\$540.00
		Annual NFPA 25 Fire Sprinkler Inspection	\$240.00
		Annual NFPA 72 Fire Alarm Inspection	\$650.00
		Quarterly NFPA 25 Fire Sprinkler Inspections	\$375.00
Willett Elementary School	1207 Sycamore Ln, Davis, CA 95616	Annual NFPA 25 Fire Sprinkler Inspection	\$395.00
		Annual NFPA 72 Fire Alarm Inspection	\$395.00
		Quarterly NFPA 25 Fire Sprinkler Inspections	\$375.00

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MASTER AGREEMENT TERMS AND CONDITIONS

TESTING AND INSPECTION CONDITIONS

ACCESS: IFS shall be provided access to all areas of the building by providing the keys, key fobs, card access and or lock code or provide a contact person to meet our technicians at the facility. If SUBSCRIBERS facility has an elevator an elevator recall key must be provided so our technician can perform the elevator testing per NFPA 72 current codes and standards. Areas not made accessible at the time of inspection and requires an additional trip to complete testing and/or inspections will be billed at the standard service charge rates. Areas or items not made available for testing during its required cycle will be listed as deficient. The SUBSCRIBER and/or SUBSCRIBER'S Representative is required to notify occupants of testing and inspections. If the fire alarm system is not being monitored by IFS the SUBSCRIBER and/or SUBSCRIBER'S Representative is required to place the system on and off of test and verify signals are normal.

The SUBSCRIBER must provide IFS with a complete set of **fire alarm and/or fire sprinkler, plans**, schematics and/or wiring diagrams of the system(s) to be inspected prior to the first inspection. Failure on the part of SUBSCRIBER to provide such schematics and/or wiring diagrams MAY result in an increased charge

HOTEL ROOM: If the SUBSCRIBER is a hotel, motel, Inn etc... then a room(s) for up to (4) persons is to be provided at no cost to Integrated Fire Systems, Inc., throughout the duration of the inspection, when required.

SYSTEM ALTERATIONS Any alterations to the system(s); i.e. Tenant improvements, additions, deletions etc, may result in a price adjustment. The SUBSCRIBER must provide IFS with a complete set of **fire alarm and/or fire sprinkler, plans**, schematics and/or wiring diagrams of the system(s) when any alterations are completed on the systems. Failure on the part of SUBSCRIBER to provide such schematics and/or wiring diagrams MAY result in an increased charge.

REPORTS: Inspection and test results shall be reported on the appropriated state approved inspection report. IFS'S report will indicate equipment inspected and tested; the results thereof and any recommendations with respect thereto. IFS'S report is not intended to warrant or guarantee that any aspects of the system and equipment are free of defects or hazards or are in proper operating condition at the time of inspection.

DEFICIENCIES: IFS will provide a proposal to repair all deficiencies. The fire alarm and fire sprinkler inspection report(s) will have "N" (notes) and "F" (fix) listed. "N" (notes) is items we recommend to be repaired per NFPA 72 current codes and standards, and/or 13 current codes and standards. "F" (fix) is items that are required to be repaired per NFPA 72 and/or 25 current codes and standards. A clean inspection report will not be provided until all "F" (fix) items are completed. Fire sprinklers are never to be painted at any time. If any paint is found on a fire sprinkler it will need to be replaced per NFPA 25 current codes and standards. All deficiencies on all other fire and life safety systems must be repaired to be compliant with the State of California and NFPA current Standards. SUBSCRIBER can choose a contractor of their choice to correct any and all deficiencies. If SUBSCRIBER chooses another contractor IFS will need to re-inspect deficiencies to provide a clean report at SUBSCRIBER'S expense. IFS will supply small items during the inspection such as; batteries, FDC caps, lock and chains et al; at SUBSCRIBERS expense to keep return costs down. Supplied items should never exceed \$200.00.

Final responsibility for the condition and operation of the fire and life safety systems lies with the SUBSCRIBER per local, state, AHJ and/or

current NFPA standards. A copy of the inspection/testing report(s) will be provided to SUBSCRIBER who shall maintain reports for one full year. SUBSCRIBER is responsible to provide a copy of reports to the "Authority having Jurisdiction" upon request.

STANDARD EXCLUSIONS

- Maintenance, repairs, alterations, replacement of parts or any field adjustments.
- Any additional requirements of the City, County, State, Fire Department, Police Department and/or Insurance Company.
- 5-Year Fire Sprinkler and Standpipe testing and inspections.
- Not responsible for the integrity, design, installation, and/or programming of existing systems.
- Not responsible for water damage, repair, and/or cleaning.
- Any elevator testing and inspection requested by your elevator company.

SUBCONTRACTORS: SUBSCRIBER agrees that IFS is authorized and permitted to subcontract any services to be provided by IFS to third parties who may be independent of IFS, and that IFS shall not be liable for any loss or damage sustained by SUBSCRIBER by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. SUBSCRIBER acknowledges that this agreement, and particularly those paragraphs relating to IFS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of IFS.

MONITORING CONDITIONS

The SUBSCRIBER is responsible for providing IFS all changes and updates to the emergency call list.

COMMUNICATION: If the phone lines and/or internet service is disconnected, shut off, canceled and/or terminated in any way the system will not report to central station. **IF THIS HAPPENS THE FIRE DEPARTMENT and/or POLICE DEPARTMENT WILL NOT BE DISPATCHED IF THERE IS A FIRE and/or BREAK IN and the disruption will not be known by IFS.** If the alarm system is connected to the telephone line by RJ31X or equivalent telephone jack, when the alarm system is activated, it is designed to seize the telephone and disconnect any telephone calls as well as preventing the making of any other calls (such as to 911 emergency operator) while the system is attempting to transmit alarm signals to Central Station. SUBSCRIBER further acknowledges and agree that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of IFS and are maintained and serviced by the applicable telephone company or utility. SUBSCRIBER will be responsible for all expenses incurred for IFS to trouble shoot the problem and/or reprogram the panel.

If for any reason SUBSCRIBER'S fire alarm system goes down and the system cannot report to Central Station then SUBSCRIBER is responsible to conduct a fire watch at SUBSCRIBERS own expense. Call IFS for immediate service.

SYSTEM TROUBLES: If SUBSCRIBER'S system(s) goes into a "trouble" condition and continues to report a "trouble" constituting a "runaway", SUBSCRIBER will be responsible to make all repairs and corrections immediately. If SUBSCRIBER does not make said corrections the SUBSCRIBER will be responsible for any additional expenses incurred by IFS. SUBSCRIBER agrees to pay any false alarm assessments, taxes fees or charges relating to the monitoring service provided pursuant to this agreement.

SYSTEM CONDITION: Upon completion of the takeover for large systems (20 or more zones) IFS will verify the connection to the central station only. For smaller systems (less than 20 zones) IFS will test 10% of each zone of addressable loop. IFS is not responsible for the operations and functions of the existing devices and control panel. Verification of a complete zone list and how the system reports signals to central station will not be done without a supplementary agreement for testing and inspections. IFS is not responsible for the integrity of the existing system, improvements, service, test, inspections and or repairs done by others. Final responsibility for the condition and operation of the fire and life safety system(s) lies with the SUBSCRIBER per local, state, AHJ and/or NFPA current standards.

NOTIFICATION OF TERMINATION OF MONITORING SERVICES: Upon termination of the service for any reason, including IFS'S default or breach of this agreement, SUBSCRIBER authorizes and will permit IFS to remotely disconnect the alarm system from IFSS monitoring network and/or enter upon the premises of the SUBSCRIBER for the purposes of disconnecting and deprogramming the communications device of the alarm system. If required by the AHJ of the SUBSCRIBER'S fire alarm system or pursuant to law governing the fire alarm system IFS will notify the AHJ of termination of service in accordance with AHJ or local law requirements. Termination shall comply with local law.

AGREEMENT CONDITIONS

NO WARRANTIES: IFS does not represent nor warrant that the fire alarm monitoring, testing or inspections will prevent any loss, damage or injury to person or property, by reason of fire, smoke, water, equipment failure or otherwise, or that the fire alarm monitoring will in all cases provide the protection for which it is intended. SUBSCRIBER acknowledges that IFS is not an insurer, and that SUBSCRIBER assumes all risk for loss or damage to Subscriber's premises or its contents. IFS has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. SUBSCRIBER'S exclusive remedy for IFS's default hereunder is to require IFS to refund any charges for monitoring services not provided. SUBSCRIBER authorizes IFS to access the control panel and transmitter DACT to input or delete data and programming. IFS neither designed, installed, inspected nor serviced the fire detection equipment and IFS's obligation pursuant to this contract is limited to responding to fire alarm signals received in accordance with the terms of this contract.

FALSE ALARMS/PERMIT FEES: SUBSCRIBER is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse IFS for any fines relating to permits or false alarms. IFS shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and SUBSCRIBER shall remain liable for all payments provided for herein. Should IFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement SUBSCRIBER agrees to pay IFS for such service or material.

CODE CHANGES: In any event of a governing body increases or decreases requirements for the inspections, testing and/or maintenance of the fire and life safety system(s); IFS reserves the right to adjust our scope of work and pricing to maintain compliance associated to any code changes.

EXCULPATORY CLAUSE: SUBSCRIBER agrees that IFS is not an insurer and no insurance coverage is offered herein. The fire detection equipment is designed to reduce certain risks of loss, though IFS does not guarantee that no loss will occur. IFS is not assuming liability, and, therefore shall not be liable to SUBSCRIBER for any loss, personal injury or property damage sustained by SUBSCRIBER as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by IFS negligent performance, failure to perform any obligation or strict products liability. SUBSCRIBER releases IFS from any claims for contribution, indemnity or subrogation.

INSURANCE: IFS will provide an insurance certificate that includes a blanket additional insured, waiver of subrogation, and primary wording endorsement. Any other requested insurance requirements will be at the expense of the SUBSCRIBER.

LIMITATION OF LIABILITY SUBSCRIBER agrees that should there arise any liability on the part of IFS as a result of IFS's negligent performance to any degree, failure to perform any of IFS's obligations, equipment failure or strict products liability, that IFS's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If SUBSCRIBER wishes to increase IFS's maximum amount of IFS's limitation of liability, SUBSCRIBER may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with IFS's increased liability. This shall not be construed as insurance coverage

INDEMNITY: SUBSCRIBER agrees to and shall indemnify and hold harmless IFS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorney's fees, and losses asserted against and alleged to be caused by IFS's performance, negligent performance or failure to perform its obligations. Parties agree that there are no third party beneficiaries of this contract. SUBSCRIBER on its behalf and any insurance carrier waives any right of subrogation SUBSCRIBER'S insurance carrier may otherwise have against IFS or its subcontractors arising out of this agreement or the relation of the parties hereto. SUBSCRIBER shall not be permitted to assign this contract without IFS's consent. IFS shall be permitted to assign this contract and upon such assignment shall be relieved of further obligation under this contract.

CONDITIONS PRECEDENT TO COMMENCING ACTION. Any action by SUBSCRIBER against IFS must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against IFS must be based on the provisions of this agreement. Any other action that subscriber may have or bring against IFS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

LITIGATION: If IFS prevails in any litigation between the parties, SUBSCRIBER shall pay IFS's legal fees. In any action commenced by IFS against SUBSCRIBER, SUBSCRIBER shall not be permitted to interpose any counterclaim. Service of process or papers in any legal proceeding between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. SUBSCRIBER submits to the jurisdiction and laws of California and agrees that any litigation between the parties must be commenced and maintained in the county where IFS's principal place of business is located.

DEFAULT: SUBSCRIBER has agreed to pay a fixed amount for services pursuant to attached Exhibits. the parties agree that due to the nature of the services to be provided by IFS, the payments to be made by SUBSCRIBER for the term of this agreement are an integral part of IFS's anticipated profits and in the event of SUBSCRIBER'S breach of this agreement it would be difficult if not impossible to reasonably estimate IFS's actual damages. Therefore, in the event of subscriber's default of this agreement SUBSCRIBER shall pay to IFS 25% of the balance due for the term of this agreement as liquidated damages

CREDIT CARD AUTHORIZATION: Customers who pay by credit card will be charged a 3.5% convenience fee in addition to the total amount to charge listed on the invoice received by IFS. The fee is not collected by IFS, but by the credit card processing company, and will be reflected in the amount charged by IFS on your receipt. Customer may continue to pay with check by mail without any additional charges.

LATE PAYMENTS OR RETURNED CHECKS: All invoices are due upon receipt unless other arrangements have been made in writing. If the SUBSCRIBER fails to pay any amount when due, IFS may at its option, terminate this Agreement and will not be obligated to perform any work until payment of the amount past due has been received by IFS. All invoices not paid in full by the agreed date either in writing or verbal could be subject to charges in the amount of 2% per month of the total due, and if necessary responsible for all attorney(s) fees for

collections. A \$50.00 charge will be added for any returned check for non-sufficient funds.

If the SUBSCRIBER sells the building(s) or becomes no longer responsible for the services provided under this agreement it is the SUBSCRIBERS responsibility to terminate this agreement, and pay any and all outstanding balances, with a (30) day written notice and to provide IFS the name and contact information of the new owner/manager.

FULL AGREEMENT SEVERABILITY CONFLICTING DOCUMENTS:
This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except IFS's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. SUBSCRIBER acknowledges and represents that SUBSCRIBER has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

PREVAILING WAGE PROVISION: It is the SUBSCRIBERS responsibility to inform IFS if this project is to comply with state prevailing wage law, as applicable. SUBSCRIBER is also responsible for supplying IFS with any and all wage determinations and skill trade requirements.

If this project is prevailing wage then the Standard and Emergency Service rates listed below do not apply. Service rates will be calculated base on the wage determinations for the county the work is being performed in.

STANDARD REPAIR AND EMERGENCY SERVICE

The parties hereto agree that the fire and life safety detection equipment, once installed, is in the exclusive possession and control of the SUBSCRIBER, and except for IFS's scheduled inspections, it is the SUBSCRIBER'S sole responsibility to notify IFS if any equipment is in need of repair. IFS shall not be required to service the fire and life safety detection equipment unless IFS has received notice from the SUBSCRIBER.

Standard Repair Service: Upon such notice IFS may service the fire and life safety detection equipment to the best of its ability within 3 business days, exclusive of Saturday, Sunday and legal holidays, during the business hours of 7AM – 4PM Monday – Friday provided the SUBSCRIBER agrees to pay for the labor and material charges for such service for **STANDARD** repair services.

Standard Repair Rates:

*Monday thru Friday 7 a.m. 4 p.m. **\$125.00** per hour

Monday thru Friday 4 p.m. 7 a.m. **\$187.50** per hour

Saturday **\$187.50** per hour

Sunday and Legal Holiday **\$250.00** per hour

*Normal working hours

Emergency Repair Service: Upon such notice IFS may service the fire detection equipment to the best of its ability within 1 business day, exclusive of Saturday, Sunday and legal holidays, during the business hours of 7AM – 4PM Monday – Friday provided the SUBSCRIBER agrees to pay for the labor and material charges for such service for **EMERGENCY** repair services.

Emergency Repair Rates:

Monday thru Friday and Saturday **\$187.50** per hour

Sunday and Legal Holiday **\$250.00** per hour

Standard Repair and Emergency Service requested by the SUBSCRIBER, the SUBSCRIBER agrees to pay IFS at the hourly rate specified (minimum 2 hours(s) per call), and to reimburse IFS for expenses incurred and parts supplied in connection with such additional service. SUBSCRIBER also agrees to pay for all expenses incurred (minimum 2 hour(s) per call) for cancellation of service within

1 hours of the service call. SUBSCRIBER shall also pay for travel time to and from the installation at the hourly rate specified:

Nothing contained herein shall be construed to require the SUBSCRIBER to request service from IFS or require IFS to provide per call **STANDARD REPAIR OR EMERGENCY SERVICE**. SUBSCRIBER may request repair service from third parties and IFS shall have no responsibility for the performance of third parties engaged by SUBSCRIBER.

LIMIT OF LIABILITY: THIS IS NOT A SERVICE AGREEMENT. IFS shall not be liable for any damage or loss sustained by SUBSCRIBER as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including IFS's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.